

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
ART-OPTIC, LTD.,

Plaintiff,

v.

SAMUEL TOMASHOVER,
MERYL TOMASHOVER, and
NEWLIGHT EYEWEAR, LLC,

Defendants.
-----X

**AFFIDAVIT OF
AVRI BEERI
08CV0327(MGC)(KNF)**

COUNTY OF MECKLENBERG)
) ss.:
STATE OF NORTH CAROLINA)

AVRI BEERI makes the following statements under penalty of perjury:

1. I make this affidavit in support of plaintiff Art-Optic Ltd.'s motion for a temporary restraining order and preliminary injunction. I make this affidavit based on my personal knowledge and review of the relevant documents.

2. I am the founder of Brintech, Inc. ("Brintech"), a company formed and located in Charlotte, North Carolina. Brintech is the importer of Art-Optic's Ronit Furst hand-painted eyewear in the United States. (Brintech's brochure featuring Ronit Furst hand-painted frames is annexed hereto as Exhibit 1.) As the importer of Ronit Furst eyewear, my business and responsibility is to find local distributors throughout the United States who will sell Ronit Furst eyewear to optical stores.

3. I initially began working with Art-Optic, the manufacturer of Ronit Furst Frames, in May 2007.

4. I first heard about Defendants and their manufacturing and marketing of counterfeit Ronit Furst eyewear from Ehud Bibring, the founder of Art-Optic and manufacturer of the authentic Ronit Furst brand of eyewear.

5. I first encountered Defendants in October 2007 while I was representing Ronit Furst eyewear at the Vision Expo West convention in Las Vegas, the premiere eyewear convention in the West Coast. Our booth was set up in the exclusive Galleria section. Defendants' booth, complete with identical versions of Ronit Furst frames was located less than 50 feet from our booth.

6. During the convention, numerous distributors and optical store owners approached me asking why we were both selling the same frames. Although I was able to sell a modest number of frames, I am sure that without Defendants' booth I could have sold many more. This was because Defendants were selling frames at a lower price than what I was selling them for. Photos of their booth from the Las Vegas convention are annexed hereto as Exhibit 2.

7. Defendants have been manufacturing counterfeit Ronit Furst eyewear and distributing it New York and throughout the United States. Defendants are also representing themselves to optical store owners as the official U.S. importers of Ronit Furst eyewear.

8. While at the convention in Las Vegas, a distributor working with Defendants came over and started asking questions about our Ronit Furst eyewear. The distributor sent me to two stores in Las Vegas to see the various counterfeit frames that Defendants were selling. I visited one of the stores, Davante, a high-end eyeglasses boutique located in the Forum Shops in Caesars Palace Las Vegas. With Ehud Bibring, I took photographs of the frames located at Davante which are annexed hereto as Exhibit 3. This distributor subsequently stopped working with Defendants and now exclusively works with us.

9. Looking at the website of Vision Expo East, I learned that Defendants also attended Vision Expo East in New York, where they also represented themselves as selling Ronit Furst eyewear. Defendants also attended the Midwest Vision Congress & Expo in May 2007, and represented that they were selling Ronit Furst eyewear. A copy of the website page with Defendants' exhibitor details, including a reference to www.ronitfurst.com, is annexed hereto as Exhibit 4. Defendants sold untold amounts of counterfeit Ronit Furst eyewear to domestic and international buyers at these conventions.

10. It has been difficult contracting distributors to sell the frames throughout the country because Defendants have been flooding the marketplace with counterfeit goods. Furthermore, whenever I have successfully contracted a distributor, Defendants have verbally threatened and intimidated distributors so that most choose to no longer distribute Ronit Furst frames because they do not want to deal with Defendants' threatening and abusive behavior.

11. Specifically, Defendants have been actively seeking out the names and contact information of our distributors throughout the United States. Defendant Samuel Tomashover has approached numerous distributors that we procured at Vision Expo West in Las Vegas. Samuel Tomashover told these distributors fabricated stories about Art-Optic, Ronit Furst and me, which has ruined all of our reputations. He has also verbally harassed and threatened litigation against these distributors if they decided to work with us. Because of his strong-arm tactics, most of the distributors have chosen not to work with us. The distributors have even been fearful of letting us know of Samuel Tomashover's threatening and abusive behavior. I only happened to find out because one of the representatives had the courage to tell me.

12. At Vision Expo West in Las Vegas, I entered into agreements with representatives to distribute Ronit Furst frames in California, Arizona and Illinois. After being harassed by

Samuel Tomashover, those distributors I contracted with refused to distribute any frames. Two of these distributors have since told me that until a judgment is rendered, they will not distribute any Ronit Furst Frames for Brintech.

13. Lynn Stewart, my distributor in New York and Connecticut, was also approached by Samuel Tomashover. He has threatened to bankrupt her and "make [her] sleep on the street" if she continued to try to distribute Ronit Furst Frames. She is afraid for her safety, and therefore since November 2007 has decided not to sell Ronit Furst eyewear in optical stores that sell the counterfeit frames.

14. My agreement with Art-Optic calls for me to order an additional 2,000 eyeglasses frames by January 31, 2008. However, as of the end of November, I already informed Ehud Bibring that I will not be able to purchase this amount because I am finding it extremely difficult to find representatives to sell the frames because of the Defendants' belligerent behavior towards the representatives. In fact, I have found only three representatives that will sell the frames. My representative on the East Coast has told me that she will only begin to find more sales representatives once the legal problems end.

15. Wherefore, I respectfully request that plaintiff Art-Optic's motion for a temporary restraining order and preliminary injunction be granted.

Dated: Charlotte, North Carolina
January 4, 2008


AVRI BEERI

Sworn to before me
January 4, 2008


Notary Public

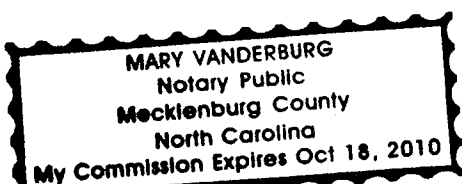


EXHIBIT 1



FEATURING

H A N D P A I N T E D F R A M E S



RONIT FÜRST

"IN MY CREATIVE PURSUIT, I TRY TO HIGHLIGHT
YOUR INDIVIDUALISM BY CREATING EYEWEAR
THAT IS FUN, COLORFUL, ARTISTIC AND UNIQUE."

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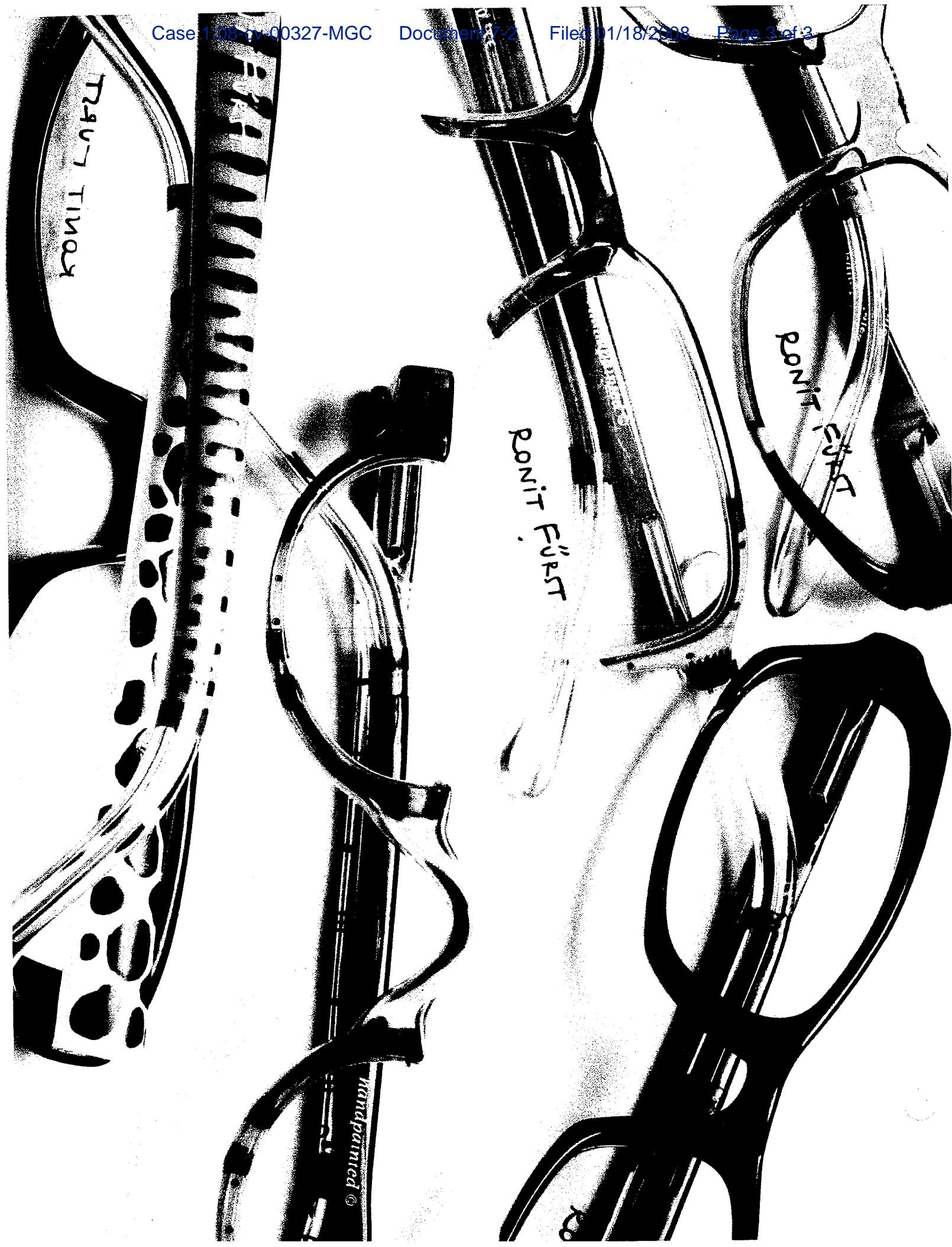
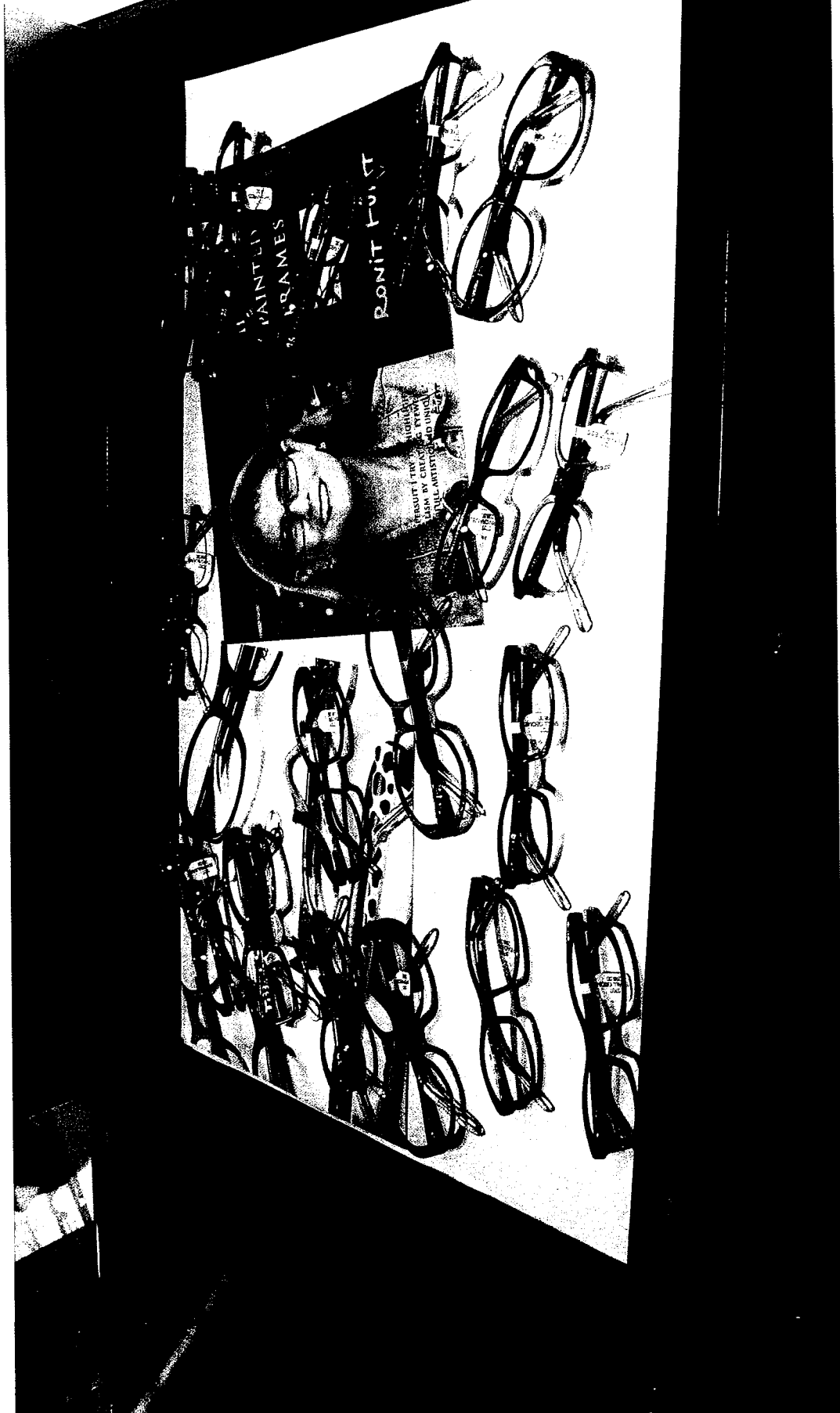


EXHIBIT 2

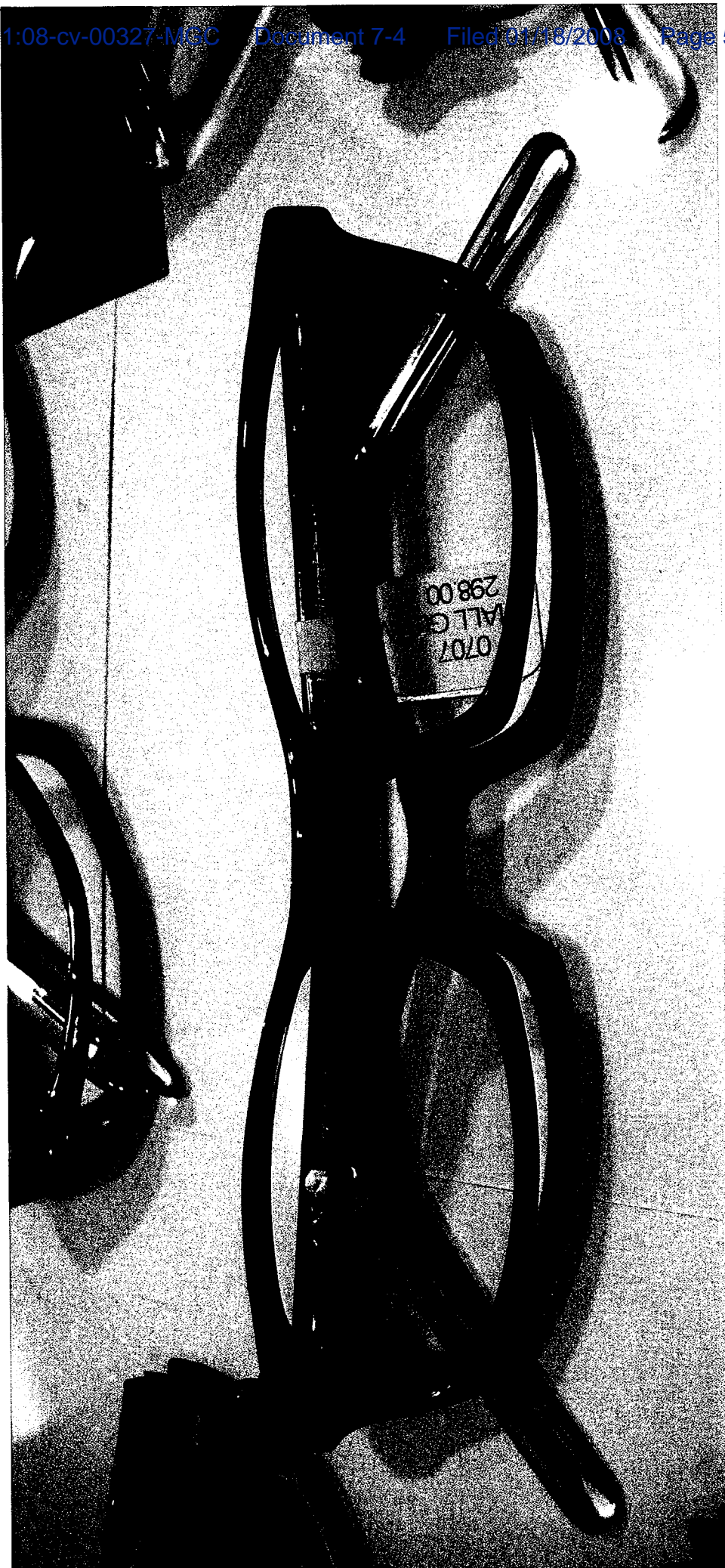


EXHIBIT 3









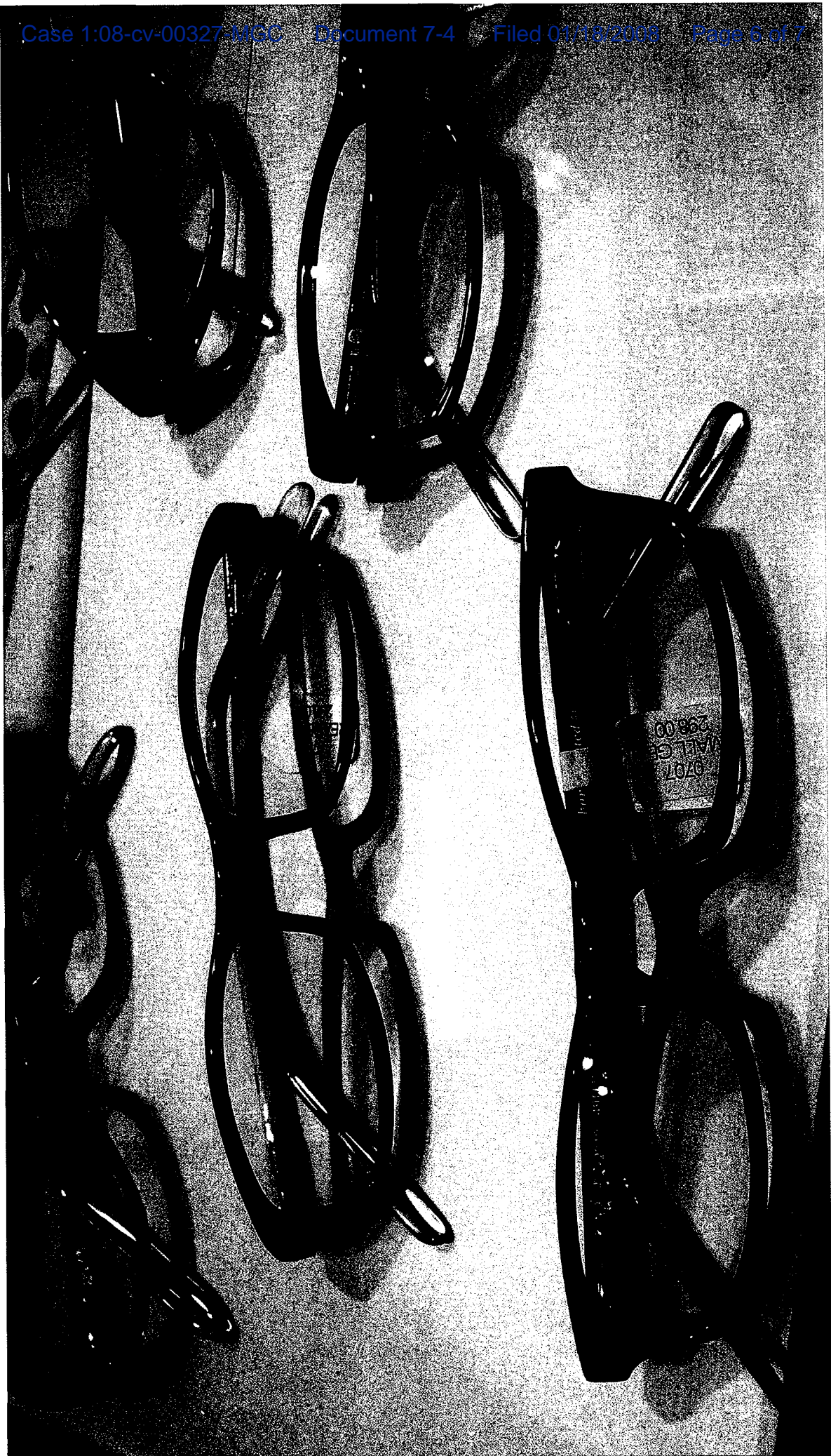
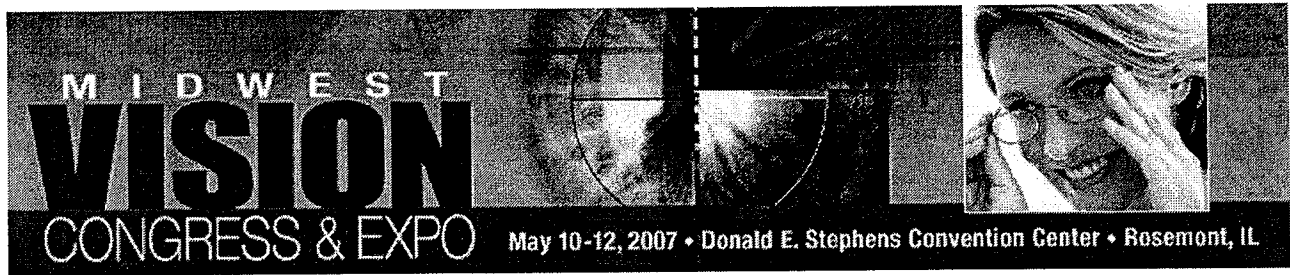




EXHIBIT 4



[HELP](#)



NEWLIGHT EYEWEAR - Hand Painted Eyewear

NEWLIGHT EYEWEAR

Booth : 827

New York, NY 10021
www.ronitfurst.com

[Exhibitor Details](#) |

Company Description

Introducing hand painted eyewear by artist Ronit Furst. Matisse - hand painted eyewear is a must see product! Stop by and see this unique product. Every frame is individually hand-painted by an artist. Introducing this worldwide sensation, recognized for its unique, colorful and artistic designs.

Categories

- Frames
- Reading Glasses
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